

SKAMANIA COUNTY, WASHINGTON

591

Witnesseth, That whereas, at a public sale of real property, held on the 2nd day of April, 1938, pursuant to an order of the Board of County Commissioners of _____ County, State of Washington, duly made and entered, and after having first given due notice of the time and place and terms of said sale as required by the Laws of the State of Washington, the sum of Forty Dollars was the highest bid received at the aforesaid sale, for the following described real property, to-wit:

Part of SW-SW N. of old Hwy. Sec. 29, Twp. 3 N. Rge. 8 E.W.M. containing 5 $\frac{1}{2}$ acre

for and in consideration of the aforesaid sum of Forty Dollars, the county of Skamania, vendor, by and through its Treasurer, hereby agrees to sell and convey to Clarence _____ Borglund, vendee, his heirs and assigns, forever, the above described real property subject to the following conditions,

The purchase price of said property is to be paid in lawful money of the United States of America, as follows: Twenty per cent of the total purchase price to be paid at the time of sale; the balance of said purchase price to be paid in ten equal annual installments of Three & 20/100 Dollars, commencing November 1st, following the date of said sale and annually thereafter. The purchaser shall pay six per cent interest on all deferred payments, said interest to be paid at the time the annual installment is due, in conformity with the requirements of Chapter 263, Session Laws of 1927, of the State of Washington.

The purchaser shall pay before delinquency all subsequent taxes and assessments that may be levied or assessed against said property subsequent to the date of this contract, or agreement.

The purchaser may make payment in full at any time of any balance due on the total purchase price plus accrued interest on such balance.

When the purchaser has made payment in full of the purchase price, plus accrued interest, the vendor shall execute and deliver to the vendee a deed in the form prescribed by Section 2, Chapter 263, Session Laws of 1927, of the State of Washington.

Time is the essence of this contract, and in event of a failure of the vendee to make payment at the time and in the manner required and to keep and perform the covenants and conditions herein required of him, this contract may be forfeited and terminated at the election of the vendor; and in event of said election all sums heretofore paid by the vendee shall be forfeited as liquidated damages for failure to comply with the provisions of this contract.

Receipt of twenty per cent of the purchase price amounting to Eight Dollars, is hereby acknowledged.

Signed and sealed this second day of April, A. D. 1938.

Witness: Charlotte Petersen.

Martha L. Keith, Treasurer of Skamania County
Washington.

(Treas. seal affixed)

Clarence F. Borglund, Purchaser.

Skamania County reserves the right to construct highways on and through this property free from all claims for damages or compensation.

STATE OF WASHINGTON)
(ss
COUNTY OF SKAMANIA)

This is to certify, that on this 2nd day of April A. D. 1938 before me Mabel J. Fosse county clerk and clerk of the Superior Court of Skamania County, personally appeared Martha L. Keith to me known to be the Treasurer of Skamania County, Washington, and the person described in and who executed the foregoing instrument, and ^{he} acknowledged to me that he signed, sealed and executed the same, as Treasurer of said County, as his free and voluntary act and deed for the uses and purposes therein mentioned.